

EXHIBIT 13E

9999 01219001444

CCMS COVERSHEET

AUDIT NUMBER	CA69398
DATE OF AGREEMENT	
PARTY NAME	ASARCO INCORPORATED
TYPE OF AGREEMENT	413
LOCATION	GLOVER MO
CIRC7 FROM	X 099
MILEPOST FROM	98.37
BOX NUMBER	1219 - 0014
BATCH NUMBER	1

St. Louis - June 21, 1976

JB- Track: Industrial: TEX-HOUSTON
ASARCO INC

cc: Track: Industrial: TEX-NUECES
ASARCO INC

Pipe Line: VARIOUS: Asarco Inc

Wire Lines: ASARCO INC: Various

Facility: HOUSTON TEX: MK Yard

Manager-Receivables Accounting
Room 764

Reference is made to the following agreements, now in effect with American Smelting and Refining Company:

1. C-4462 dated 2-25-02, covering viaduct over tracks and right-of-way, at Pueblo, Colorado;
2. CA-61636 dated 5-19-66, covering access roadway, etc., at Houston, Texas;
3. CA-69398 dated 9-2-71, covering wire crossing, at Glover, Missouri;
4. CA-69407 dated 9-2-71, covering 12" pipe line crossing, at Glover, Missouri;
5. CA-69606 dated 1-21-72, covering 48" pipe line crossing, at Corpus Christi, Texas;
6. O-11571 dated 11-11-42, covering 12" pipe line crossing, near Nueces, Texas;
7. O-11864 dated 6-7-43, covering 10" pipe line crossing, near Corpus Christi, Texas;
8. O-12567 dated 2-22-45, covering 30" pipe line crossing, near Nueces, Texas;
9. O-14951 dated 11-26-48, covering 10" pipe line crossing, at Nueces, Texas;
10. O-16456 dated 11-8-51, covering pipe line crossing, near Corpus Christi, Texas; and
11. O-17338 dated 8-27-53, covering ten spur tracks, at Nueces, Texas.

Attached are copies of Certificate of Amendment to the Certificate of Incorporation of American Smelting and Refining Company, evidencing change in corporate name only, effective April 22, 1975, to Asarco Incorporated.

CA-69398

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Please place a copy of the aforementioned Certificate with each of the above-described agreements, and mark your records to show said agreements, carried in effect with American Smelting and Refining Company, as now being in effect with Asarco Incorporated.

S. F. Keyes

cc: Mr. J.A. Austin - Room 1701
Mr. J.K. Wesley - Room 1012
Mr. E.T. Franzen - Room 1500
Mr. G.T. Graham - Houston
Mr. K.D. Hestes
Mr. J.C. Love
Mr. R.A. Griesman
Mr. P.E. Watson
Mr. R.A. Lundgren

CA-69398

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
AMERICAN SMELTING AND REFINING COMPANY

* * * * *

To: The Secretary of State
State of New Jersey

Pursuant to the provisions of Section 14A: 9-2(3),
Corporations, General, of the New Jersey Statutes, the
undersigned corporation executes the following Certificate
of Amendment, which shall be effective on April 23, 1975
at 9 a.m., to its Certificate of Incorporation:

1. The name of the corporation is American Smelting
and Refining Company.

2. The following amendment to the Certificate of
Incorporation was approved by the directors on January 28,
1975 and thereafter duly adopted by the shareholders of the
corporation on the 22nd day of April, 1975:

RESOLVED, that Article I of the Certificate of
Incorporation be amended to read as follows:

"I. The name of the Corporation is ASARCO
Incorporated."

3. The number of shares entitled to vote upon the
amendment was 26,812,127.

Number of Shares Voting for Amendment: 19,447,869

Number of Shares Voting Against Amendment: 824,145

Dated this 22nd day of April, 1975.

AMERICAN SMELTING AND REFINING COMPANY

By /s/ CHARLES F. BARBER
Chairman of the Board

CA-69398

ORIGINAL STORED IN ENVELOPE
AT REAR OF BATCH

February 2, 1972

File: K-2 - 78319

Mr. R. F. Sylvanus, Plant Engineer
American Smelting and Refining Company
Post Office Box 7
Glover, Missouri 63646

Dear Mr. Sylvanus:

Attached is American Smelting and Refining Company's fully executed counterpart of Wire Line License dated September 2, 1971, pursuant to which Missouri Pacific Railroad Company grants permission to your Company to cross over its tracks and right of way with a 440-Volt power line at Mile Post 98-15 (Engineers' Chainage Station 5199+83) at Glover, Missouri.

Your cooperation in this matter is appreciated.

Very truly yours,

/s/ H. P. Knipsmeyer
for General Manager

OK
2/4/72

Attachment

enc: Manager of Disbursements Accounting - Herewith Missouri Pacific Railroad Company's original of above-described Wire Line License. Attached to Mr. Bruns' copy of this letter is American Smelting and Refining Company's Check No. 10109 dated January 20, 1972, in the amount of \$200.00, of which \$100.00 is preparation fee for the enclosed License and \$100.00 for preparation fee for a Pipe Line License with this firm being distributed under separate cover. Mr. Bruns is requested to take this check into accounts. Please furnish your number assigned.

Assistant Manager of Disbursements Accounting

Messrs. P. P. Wagner, Jr.

E. T. Fransen
R. K. Davidson
F. R. Brown
W. C. Luhn
L. A. Bruns
J. W. Gessner

CA 69398

ORIGINAL STORED IN ENVELOPE
AT REAR OF BATCH



FORM 11077 (11-60)

Contract No. A- 69398

MISSOURI PACIFIC RAILROAD CO.

WITH

American Smelting and Refining Company

For Wire line at Glover, Missouri
U/G 440 V WP 98-15 Sta 5199+83

Dated September 2, 1971

Expires 30 days notice

Cancelled

Indexed by JRC Date 2/10/72

Prep Fee: \$100.00

See { Renewal Contract No.
Expired " "

Entered in Expiration Book

PREPAID XXX 2/10/72
FIRST BILL J. ECKLES

Form 20014 6/69

ORIGINAL STORED IN ENVELOPE

WIRE LINE LICENSE

THIS INSTRUMENT, executed in duplicate, **September 2**, 1971, WITNESSETH:

The undersigned Carrier hereby grants, but on solely the herein expressed terms and conditions, and the undersigned Licensee (**a New Jersey corporation**),
 (individual, copartners or corp. & state where incorporated)
 to be addressed at **Post Office Box 7, Glover, Missouri 63646**,
 hereby accepts, permission to install, keep, and use, the Licensee's own **one** certain
 (number)

proposed **underground** **440-volt** **power** **line**
 (proposed or existing) (aerial or underground) (designation) (power or telephone)
 and, also, every additional wire hereafter included therewith, and appurtenances,
 including **100 ft. of 2" galvanized conduit**, herein called Wire Line, on the Carrier's property,
 herein called Premises. Wire Line shall intersect Carrier's **Main Track (ECS 5199+83)** in
 (track or right of way)

Southwest Quarter (SW $\frac{1}{4}$) of Section **2**, T. 32 N., R. 3 E.,
Iron County, Missouri, at ~~xxxxxxx~~ **Glover**.
 Approximate location of Wire Line is indicated by **wide blue** line on Exhibit A
 attached hereto as part hereof.

1. Licensee shall furnish or do at Licensee's own cost and responsibility any and all things and when and as from time to time required to accomplish whatsoever the Licensee attempts or is bound to do at any time hereunder. Licensee shall adjust Wire Line to any physical change as made at any time in any of Carrier's property; at all times keeping lowest undersurface of Wire Line, if aerial, at least **27** feet above the top of rail thereunder, if underground, at least **three** feet below the bottom of rail thereover, and two feet beneath surface of ground beyond ballast section as well as causing Wire Line to conform to the requirements of the then present National Electrical Safety Code of Bureau of Standards, Department of Commerce, United States of America, and where underground Wire Line carries voltage in excess of 220 volts Licensee shall place suitable signs on surface of Carrier's property to indicate location and voltage of said Wire Line. Said things, including the time and manner of doing any work, each shall conform to the requirements of Carrier as well as of any State, Federal or Municipal authority. Carrier may, acting for Licensee, furnish or do, and Licensee shall pay and bear the cost of, anything which, herein required of Licensee at any time, either shall not be furnished or done within ten days following Carrier's written request therefor or shall be undertaken by Carrier at Licensee's request. Without limiting the generality of any of the foregoing, Licensee authorizes Carrier, at the cost and on behalf of Licensee, to furnish and provide such protective services, devices and structures, as Carrier may deem necessary, in order to promote the safety of Carrier's operations, employees and property during or incident to the installation of Wire Line. Licensee on request shall, in advance, deposit with Carrier the estimated cost of any of the foregoing. If deposit be less than actual cost, Licensee shall pay difference; if more, Carrier shall repay difference. Licensee when returning this license (signed) shall pay to Carrier **One Hundred (\$100)** dollars to cover clerical, administrative and handling expense. Any other payment shall be made within twenty days following receipt of bill. Licensee shall pay cost to Carrier for all labor, including wages of foremen, cost of material f.o.b. Carrier's rails plus freight at tariff rates to point of use, plus taxes and usual railroad additives. No provisions of this paragraph, nor approval by Carrier of any of Licensee's undertakings, shall relieve Licensee of any responsibility or liability.

2. Licensee agrees to (a) indemnify and save harmless the Carrier from and against all claims, suits, damages, costs (including attorneys' fees), losses and expenses in any

Form 20014 6/69
ORIGINAL STORED IN ENVELOPE

AT REAR OF BATCH

manner resulting from or arising out of or in connection with the installation, maintenance, renewal, repair, use, existence or removal of Wire Line, and (b) assume all risk of loss or damage to Wire Line regardless of how caused and regardless of any negligence on the part of Carrier, or otherwise.

3. Term hereof shall begin with the date first hereinabove written, and continue thereafter until concluded (1st) by expiration of thirty days, following serving, by Licensee on Carrier or vice versa, of written notice of intention to end term hereof or (2nd), at Carrier's election without further notice, by expiration of six months without the Wire Line having been installed or by Licensee failing to cure any default within thirty days following written request therefor. Any notice of Carrier shall be deemed served when posted conspicuously on Wire Line or when deposited, postage prepaid, in U. S. mail addressed as aforesaid. Not later than last day of term hereof Licensee shall remove Wire Line and restore Premises. Any of Wire Line not so removed shall at Carrier's election without notice be deemed abandoned. Covenants herein shall inure to or bind each party's heirs, legal representatives, successors and assigns; provided: no right of Licensee shall be transferred or assigned, either voluntarily or involuntarily, except by express agreement acceptable to Carrier. Carrier or Licensee may waive any default at any time of the other without affecting, or impairing any right arising from, any subsequent default.

MISSOURI PACIFIC RAILROAD COMPANY

WITNESSES:

H. P. Kuchmeyer
E. B. Boshart, Jr.

By

J. W. Danner
General Manager
As Carrier, first party herein

AMERICAN SMELTING AND REFINING COMPANY

ATTEST:

A. J. Gillman
Secretary
(Affix Seal)

By

W. H. Kingbridge
As Licensee, second party herein

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